

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,  
acting through the United  
States Department of  
Agriculture

Plaintiff

v.

RUBEN MATOS RODRIGUEZ, JUANITA  
RODRIGUEZ PEÑA, and their  
Conjugal Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the property described further below.

3. Said promissory note is for the amount of **\$17,128.33**, with annual interest of 4.5%, subscribed on June 19, 1991. See *Exhibit 1*.
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 83. See *Exhibit 2*.
5. On December 17, 1993, the promissory note for \$17,128.33 was modified to the amount of \$17,193.50, under the terms and conditions stipulated and agreed therein, through Deed No. 551. See *Exhibit 3*.
6. According to the Property Registry, codefendants RUBEN MATOS RODRIGUEZ and JUANITA RODRIGUEZ PEÑA are the owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish- as follows:

RÚSTICA: Predio de terreno radicado en el Barrio Barrancas del término municipal de Barranquitas, con una cabida superficial de mil seiscientos cuatro punto nueve mil quinientos noventa y un metros cuadrados (1,604.9591) y en lindes: por el NORTE, con Anastacio Matos; por el SUR, y OESTE, con Eliezer Vázquez; y por el OESTE, con la Carretera número setecientos setenta y uno (771).

Property 10,377, recorded at page 128 of volume 175 of Barranquitas, Puerto Rico.

*See Title Search attached as Exhibit 4.*

7. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibit 4*.
8. Codefendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
9. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
10. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 5*, the following amounts:
  - a) On the \$17,128.33, Note, as modified:
    - 1) The sum of \$17,193.50, of principal;

- 2) The sum of \$19,927.75, of interest accrued as of September 19, 2019, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$2.1197;
  - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
11. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
  12. Codefendants RUBEN MATOS RODRIGUEZ and JUANITA RODRIGUEZ PEÑA are not currently active in the military service for the United States. See *Exhibit 6*.

#### **VERIFICATION**

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized

representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;


5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 21 day of January , 2020.

  
JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk

of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, this 23 day of January , 2020.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 9300  
SAN JUAN, PR 00908  
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Email: dcfilings@fortuno-law.com

USDA-FmHA  
Fdm FmHA 1940-17  
(Rev. 10-89)

RESCHEDULED

PROMISSORY NOTE

Name RUBEN MATOS RODRIGUEZ		D OF LOAN Type: <u>EM</u> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Limited Resource Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State PUERTO RICO	County BARRANQUITAS	
Case No. 63-12-583881352	Date JUNE 19, 1991	
Fund Code 43-00	Loan No. 05	
		ACTION REQUIRING NOTE <input type="checkbox"/> Initial loan <input checked="" type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in BARRANQUITAS, PUERTO RICO

\_\_\_\_\_, or at such other place as the Government may later designate in writing, the principal sum of SEVENTEEN THOUSAND ONE HUNDRED TWENTY EIGHT AND 33/100 dollars (\$ 17,128.33), plus interest on the unpaid principal balance at the RATE of FOUR AND A HALF percent (4 1/2 %) per annum and

ONE THOUSAND ONE HUNDRED TWENTY EIGHT AND 33/100 dollars (\$ 1,128.33) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 5 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>1,000.00</u>	on <u>1-1-92</u>	;	\$ <u>4,775.00</u>	on <u>1-1-93</u>	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;

and \$ 4,775.00 thereafter on 1-1 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 4 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Records of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument.

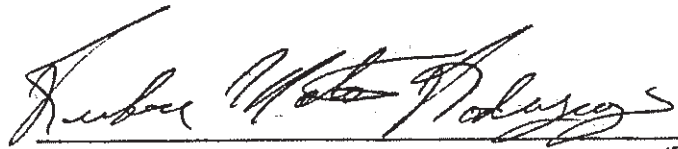


**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)



RUBEN MATOS RODRIGUEZ

(Borrower)



JUANITA RODRIGUEZ PEÑA

HC-02 BOX 6810

BARRANQUITAS, P. R. 00618

# RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al diecisiete de diciembre de mil novecientos noventa y tres, dio un saldo deudor montante a DIEZ Y SIETE MIL CIENTO NOVENTA Y TRES DOLARES CON CINCUENTA CENTAVOS (\$17,193.50) con intereses al CUATRO Y MEDIO por ciento (4 1/2%) anual y la cual habrá de ser pagada en la siguiente forma: TRES MIL NOVECIENTOS DIEZ Y SIETE DOLARES (\$3,917.00) en o antes del diecisiete de diciembre de mil novecientos noventa y cuatro y TRES MIL NOVECIENTOS DIEZ Y SIETE DOLARES (\$3,917.00) en diciembre diecisiete de cada año subsiguiente hasta que la deuda sea totalmente satisfecha, excepto que el pago final del total de la deuda aquí asumida, se hará en o antes del día diecisiete de diciembre del año mil novecientos noventa y ocho (1998), según resulta de la escritura número Quinientos Cincuenta y Uno (551) de reamortización de préstamo hipotecario y modificación de hipoteca, de fecha diecisiete de diciembre de mil novecientos noventa y tres, ante el notario Carlos E. Berríos Beauchamp, DOY FE.

En Barranquitas, Puerto Rico, a 17 de diciembre de 1993.



Carlos E. Berríos Beauchamp  
Notario Público

"The amount of this promissory note and the mortgage guaranteeing it, re-amortized as of December 17, 1993 came up with an outstanding balance amounting to \$17,193.50, with interests at a rate of 4.5%, which shall be paid in the following manner: \$3,917.00 on or before December 17, 1994 and \$3,917.00 on or before each subsequent December 17 until final payment of the debt herein incurred, except that the final payment of the herein assumed debt shall be done on or before December 17, 1998, as it comes forth deed #551 for re-amortization of mortgage loan and modification of deed of December 17, 1993, before Notary Public Carlos E. Berrios Beauchamp. I SO ATTEST.

In Barranquitas, Puerto Rico, December 17, 1993.


(sgd.) CARLOS E. BERRÍOS BEAUCHAMP, NOTARY PUBLIC."

(OFFICIAL NOTARY PUBLIC SEAL)

#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

  
\_\_\_\_\_  
Juan M. Ortiz Serbiá  
State Executive Director



  
\_\_\_\_\_  
Juan L. Llagostera

Forma FmHA 77-1(S) PR  
(Rev. 10-)

261  
226

10:00 AM

21 June 1991

NUM 7 OCHENTA Y TRES  
NE R EIGHTY THREE

HIPOTECA VOLUNTARIA  
VOLUNTARY MORTGAGE

En Barranquitas, Puerto Rico, a los diecinueve días del mes de  
in Barranquitas, Puerto Rico, this nineteenth day of June,  
junio de mil novecientos noventa y uno.  
nineteen hundred ninety one.

ANTE MI  
BEFORE ME

CARLOS E. BERRIOS ROJAS

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Barranquitas  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Barranquitas,

Puerto Rico y oficina en Barranquitas, Puerto Rico.  
Puerto Rico and office in Barranquitas, Puerto Rico.

COMPARECEN  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances

aparecen de dicho párrafo.  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their

de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this

miento.  
voluntary mortgage.

EXPONEN  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in the

párrafo UNDECIMO así como de todos los derechos e intereses en los mismos.  
paragraph ELEVENTH of this mortgage, and of all rights and interests in the same.

denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están sujetos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens

se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgagee" in connection with



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones; avalúos (impuestos); primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

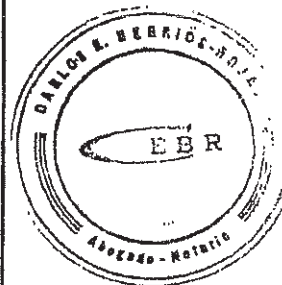
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-  
-----

que será designada como "cargo anual".  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----



Forma F-1 (S) PR  
(Rev. 1)

quiera los en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan as well as any benefit

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-  
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any covenants contained therein

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender in guarantee

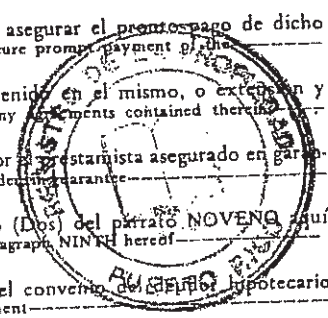
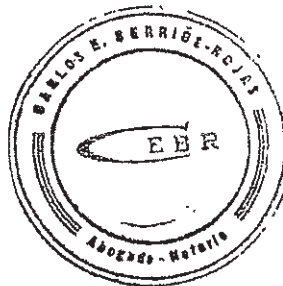
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in





subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
subparagraph (Three) of paragraph NINTH hereof, and to secure the

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
performance of every covenant and agreement of the mortgagor

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
herby constitutes a voluntary mortgage in favor of the mortgagee on

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging,

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
the rents, issues and profits thereof and revenues and

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
after maturity until paid, have been paid in full.

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac-ec-  
thereon before and after maturity until paid, losses sustained by the

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-  
mortgagee as insurer of the note, taxes, insurance premiums, and

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
with interest until repaid to the mortgagee, costs, expenses and

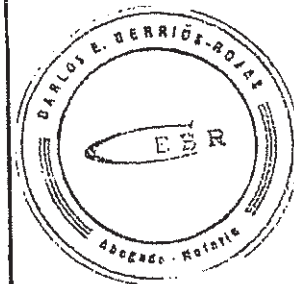
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-  
attorney's fees of the mortgagee all extensions and renewals of any of

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
said obligations, with interest on all and all other charges and additional

adicional especificada en el párrafo NOVENO de este documento.  
amounts as specified in paragraph NINTH hereof.

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:  
SIXTH: That the mortgagor specifically agrees as follows:

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and demerit and save harmless the mortgagee against any  
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee.

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the mortgagee any initial fees for inspection and appraisal.

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado,  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del cuatro y medio  
subparagraph shall bear interest at the rate of four and a half

por ciento ( 4 1/2 % )  
per cent ( 4 1/2 % )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raiones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the





el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos

hasta que los mismos sean satisfechos por el deudor hipotecario.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que

aprobar el acreedor hipotecario.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá

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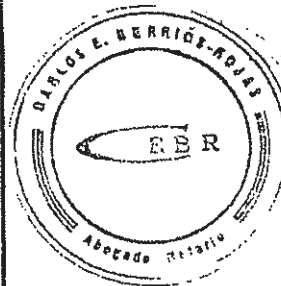
mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá

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mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá



Forma FmHA 72. (S) PK  
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ningún ed io o mejora en los bienes, l will he or remove wood from the farm  
any building or improvement on the property;

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

rifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen  
the security given is being lessened or impaired, and if such inspection

minare, a juicio del acreedor hipotecario, que la garantía  
disclose, in the judgment of mortgagee, that the security given is

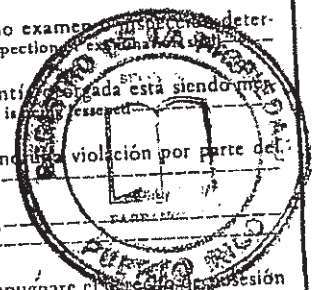
mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
By this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
(Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
mortgagee is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
(Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciséis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
(Sixteen) Should default occur in the performance or discharge of any obligation secured

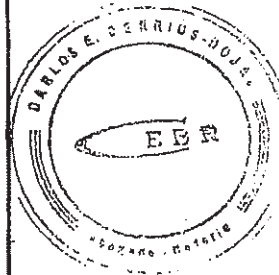
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera  
mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
or in any supplementary agreement, or die or be declared or be declared

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-  
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos, o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, without the written consent of mortgagee, mortgagee is—

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to—

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness—

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and—

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)—

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as—

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property—

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)—

de solicitar la protección de la ley. request the protection of the law.—

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee—

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements—

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, including of this mortgage and of the note and of any supplementary agreement, including—

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado. the costs of survey, evidence of title, court costs, recordation fee and attorney's fees.—

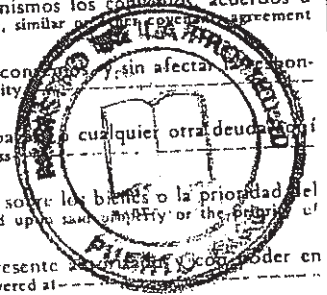
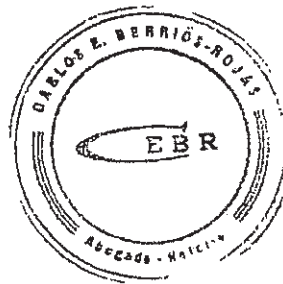
(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and—

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or the same agreement—

obligaciones aquí contenidos o similares u otros convenios, sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda, of any person for payment of the note or any indebtedness—

garantizada o sin afectar el gravamen impuesto sobre los bienes o la prioridad del gravamen, el acreedor hipotecario es por la presente autorizado y empoderado en said lien, the mortgagee is hereby authorized and empowered at—

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) any time (one) waive the performance of any covenant or obligation— contained herein or in the note or any supplementary agreement; (two)—



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over

dichos bienes.  
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordination, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.  
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.  
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,

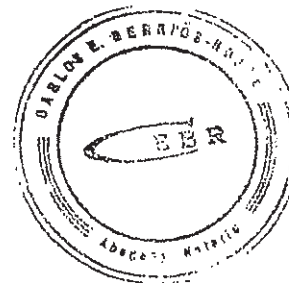
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated

especifica más adelante.  
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee





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el importe de cualquier sentencia o el importe de cualquier juicio obtenido por razón de la condena por procedimientos públicos de los bienes o parte de los así como también el importe de la sentencia or of the property or any part thereof as well as the amount of any judgment public for damages caused to the property. The mortgagee will apply the amount so received to the payment of costs incurred in its collection and the balance to the payment of the note and any indebtedness to the mortgagee secured by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount

de DIECISIETE MIL CIENTO VEINTIOCHO DOLARES CON TREINTA Y TRES - or SEVENTEEN THOUSAND ONE HUNDRED TWENTY EIGHT DOLLARS AND CENTAVOS (\$17,128.33) THIRTY THREE CENTS (\$17,128.33).

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for payment on the part of mortgagee. This mortgage is subject to the rules and regulations of the Farmers Home Administration now in effect, and to its future regulations.

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, not inconsistent with the provisions of this mortgage, as well as to the laws of the Congress of the United States of America authorizing the making and insuring of the loan hereinbefore mentioned.

no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de America que autorizan la asignación y aseguramiento del préstamo antes mencionado.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes NINTH: The amounts guaranteed by this mortgage are as follows

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of

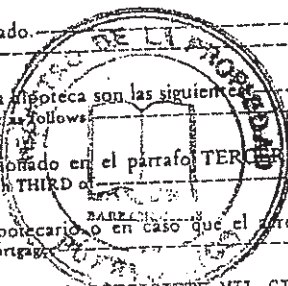
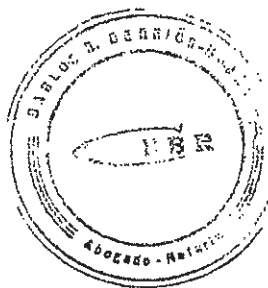
esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee should assign this mortgage without insurance of the note, SEVENTEEN THOUSAND ONE

hipotecario cediere esta hipoteca sin asegurar el pagaré: DIECISIETE MIL CIENTO should assign this mortgage without insurance of the note, SEVENTEEN THOUSAND ONE

VEINTIOCHO CON 33/100 ----- DOLARES (\$17,128.33 - ) HUNDRED TWENTY EIGHT AND 33/100 ----- DOLLARS \$17,128.33

el principal de dicho pagaré, con sus intereses según estipulados a razón del the principal amount of said note, together with interest as stipulated therein at the rate of

cuatro y medio ----- por ciento ( 4 1/2 -- o/o) anual; four and a half ----- per cent ( 4 1/2 -- o/o) per annum;



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) DIECISIETE MIL CIENTO VEINTIOCHO CON 33/100 -----  
(A) SEVENTEEN THOUSAND ONE HUNDRED TWENTY EIGHT AND 33/100 -----

----- DOLARES (\$ 17,128.33) ---  
----- DOLLARS (\$ 17,128.33) ---

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero:-----  
Three:-----

(B) VEINTICINCO MIL SEISCIENTOS NOVENTA Y DOS CON 50/100 -----  
(B) TWENTY FIVE THOUSAND SIX HUNDRED NINETY TWO AND 50/100 -----

----- DOLARES (\$ 25,692.50) ---  
----- DOLLARS (\$ 25,692.50) ---

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note:-----

Tres. En cualquier caso y en todo tiempo:-----  
Three. In any event and at all times whatsoever:-----

(A) SEIS MIL OCHOCIENTOS CINCUENTA Y UNO CON 32/100 -----  
(A) SIX THOUSAND EIGHT HUNDRED FIFTY ONE AND 32/100 -----

(\$ 6,851.32 -----) para intereses después de mora:-----  
(\$ 6,851.32 -----) for default interest:-----

(B) TRES MIL CUATROCIENTOS VEINTICINCO CON 66/100 -----  
(B) THREE THOUSAND FOUR HUNDRED TWENTY FIVE AND 66/100 -----

(\$ 3,425.66 -----) para contribuciones, seguro y otros adelantos para la con-  
(\$ 3,425.66 -----) for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero:-----  
SIXTH, Three:-----

(C) MIL SETECIENTOS DOCE CON 83/100 -----  
(C) ONE THOUSAND SEVEN HUNDRED TWELVE AND 83/100 -----

(\$ 1,712.83 -----) para costas, gastos y honorarios de abogado en caso  
(\$ 1,712.83 -----) for costs, expenses and attorney's fees in case-----

de ejecución:-----  
of foreclosure:-----

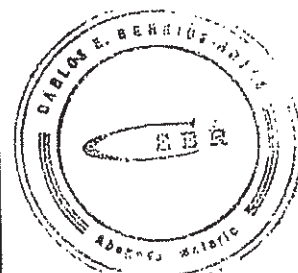
(D) MIL SETECIENTOS DOCE CON 83/100 -----  
(D) ONE THOUSAND SEVEN HUNDRED TWELVE AND 83/100 -----

(\$ 1,712.83 -----) para costas y gastos que incurriere el acreedor hipoteca-  
(\$ 1,712.83 -----) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----  
provided in paragraph (SIXTH, Thirteen,-----



(Rev. 10-87)

DECIMO: el (los) pagaré(s) a que se  
TENTH: That the note(s) referred to in "agrap. HIRD"

de esta hipoteca es (son) descrito(s) como sigue:  
of this mortgage is (are) described as follows:

"Pagaré otorgado en el caso número sesenta y tres - doce - cinco ocho --  
"Promissory note executed in case number sixty three - twelve - five eight --

tres ocho ocho uno tres cinco dos ----- fechado el día diecinueve  
three eight eight one three five two ----- dated the nineteenth

----- de junio ----- de mil novecientos-----  
----- day of June ----- nineteen hundred and

noventa y uno ----- por la suma de Diecisiete Mil Ciento --  
ninety one ----- in the amount of Seventeen Thousand One

Veintiocho con 33/100 (\$17,128.33) ----- dólares de principal más  
Hundred Twenty Eight and 33/100 Dollars ----- of principal plus

intereses sobre el balance del principal adeudado a razón del cuatro y medio -----  
interest over the unpaid balance at the rate of four and a half -----

----- { 4 1/2 ----- } por ciento anual,  
----- { 4 1/2 ----- } percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, instalments,

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero  
entire debt herein evidenced, if not sooner paid, will be due

a los CUATRO (4) -----  
and payable FOUR (4) -----

años de la fecha de este pagaré.  
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue:  
voluntary mortgage is constituted, is described as follows:

RUSTICA: Predio de terreno radicado en el Barrio Barrancas del  
RUSTIC: Lot of land located at Barrancas Ward, municipality of





término municipal de Barranquitas, Puerto Rico con una cabida super-  
Barranquitas, Puerto Rico with an area of one thousand six hundred  
ficial de MIL SEISCIENTOS CUATRO PUNTO NUEVE MIL QUINIENTOS NOVENTA  
four point nine thousand four hundred ninety one square meters  
Y UN METROS CUADRADOS (1,604.9491) y en linderos por el Norte, con  
(1,604.9491) bounded by the North with Anastacio Matos; by the  
Anastacio Matos; por el Sur y Oeste, con Eliezer Vázquez; y por  
South and West with Eliezer Vázquez; and by the East, with road  
el Este, con la Carretera setecientos setentuno (771).  
seven hundred seventy one (771).

Inscrita al folio ciento veintiocho (128) del tomo ciento setenta y  
Registered at page one hundred twenty eight (128) of volume one  
cinco (175) de Barranquitas, finca número diez mil trescientos  
hundred seventy five (175) of Barranquitas, lot number ten  
setenta y siete (10,377), inscripción primera.  
thousand three hundred seventy seven (10,377).

Adquirió el prestatario la descrita finca por compra  
Borrower acquired the described property by purchase

según consta de la Escritura Número catorce (14)  
pursuant to Deed Number fourteen (14)

de fecha seis de febrero de mil novecientos noventa  
dated February six, nineteen hundred ninety

otorgada en la ciudad de Barranquitas, Puerto Rico  
executed in the city of Barranquitas, Puerto Rico

ante el Notario Eileen Sutton de Zayas Green  
before Notary Eileen Sutton de Zayas Green

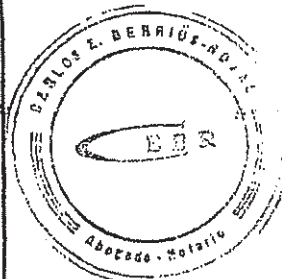
Dicha propiedad se encuentra afecta por su procedencia a servidumbre de  
Said property is subject by its proceeds to an easement in favor of

paso como predio sirviente en favor de la finca número diez mil  
lot number ten thousand two hundred sixty eight (10,268).  
doscientos sesenta y ocho (10,268).

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-  
TWELFTH: The parties appearing in the present deed as Mortgagors

carios RUBEN MATOS RODRIGUEZ y JUANITA RODRIGUEZ PEÑA, mayores de  
are RUBEN MATOS RODRIGUEZ and JUANITA RODRIGUEZ PEÑA, of legal age,  
edad, casados entre sí, propietarios y vecinos de Barranquitas,  
married to each other, property owners and residents of Barranquitas  
Seguro Social y [redacted] respectivamente  
Social Security and [redacted] respectively  
cuya dirección postal es: HC-02, (HC-cero dos) Box 6810 (seis ocho  
whose postal address is: HC-02 (HC-cero two) Box 6810 (six eight one cero)  
uno cero), Barranquitas, Puerto Rico cero cero seis uno ocho  
Barranquitas, Puerto Rico zero zero six one eight (00618).  
(00618).

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado  
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used



Forma "Fm1" 12/-1(S) PR  
(Rev. 11)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura  
FOURTEENTH: The borrower will personally occupy and use any structure

que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

E.P.R.A. 1851)  
L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual-  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)



Forma FmP  
(Rev. 1-0-

1(S) PR

PTACION  
CEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí,  
I advised him (them).

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed

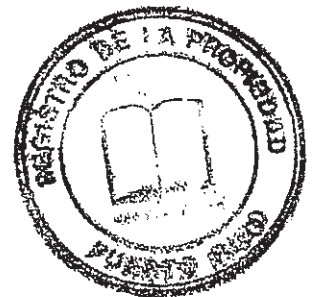
incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES

FE de todo el contenido de esta escritura.  
FAITH to everything contained in this deed.

Firmados: Rubén Matos Rodríguez, Juanita Rodríguez Peña.

El original de esta escritura consta de 8 folios escritos por los  
dos lados y un folio escrito por un solo lado.

FIRMADO, SIGNADO, RUBRICADO Y SELLADO,  
CARLOS E. BERRIOS ROJAS. NOTARIO PUBLICO  
HAY CANCELADOS LOS CORRESPONDIENTES  
SELLOS DE RENTAS INTERNAS E IMPUESTO  
NOTARIAL. Y DEBIDAMENTE ESTAMPADAS LAS  
INICIALES DE LOS OTORGANTES AL MARGEN DE  
TODOS Y CADA UNO DE LOS FOLIOS DEL ORIGINAL.  
CERTIFICO QUE LA QUE PRECEDE ES PRIMERA  
COPIA FIEL Y EXACTA DE SU ORIGINAL QUE BAJO  
EL NUMERO ANTES INDICADO OBRA EN MI PROTOCOLO  
CORRIENTE. PARA ENTREGAR A *Juanita Rodríguez*  
EXPIDO LA PRESENTE EN EL MISMO SITIO Y FE-  
CHA DE SU OTORGAMIENTO. DOY FE.



Registrado al  
folio 128 vto.  
tomo 175 de Bgtas

finca 10,377  
ins 2da

Cargas: se halla afecta  
por su procedencia a  
servidumbre de paso como  
predio sirviente en favor de  
la finca 10,268, 3<sup>a</sup> hipoteca  
que por este documento se  
constituye por \$17,128.33  
Bgtas; a 24 de junio de 1991.  
Sin Dros. Carmen M. M. / Mercado

D. Reddy  
Remused  
7/29/91



## CERTIFICATION

HANDWRITTEN:

REGISTERED ON:

PAGE: BACK OF 128  
VOLUME: 175 OF BQTAS.  
LOT: 10,377  
REG. 2<sup>ND</sup>

LIENS: Encumbered by its origin to easement as servant lot on behalf of lot  
10,268 and to mortgage herein constituted for \$17,128.33. Bqtas, June 24, 1991.

No fees

(sgd.) Carmen L. Rivera Mercado

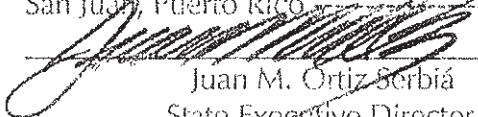
(sgd.) D. Rodz.

Reviewed

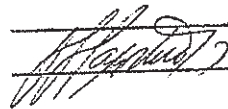
7/29/91

I, Juan M. Ortiz-Serbiá, of legal age, married  
and resident of Guayama, Puerto Rico. In my  
official capacity as State Executive Director of  
the Farm Service Agency, U.S. Department of  
Agriculture, hereby declare under penalty of  
perjury that this is a true and exact copy of  
the original document which I have under my  
custody.

San Juan, Puerto Rico

  
Juan M. Ortiz-Serbiá  
State Executive Director









CERTIFIED TRANSLATION

DEED NUMBER FIVE HUNDRED FIFTY-ONE  
RE-AMORTIZATION OF MORTGAGE LOAN  
AND MODIFICATION OF MORTGAGE

In Barranquitas, Puerto Rico, today December 17, 1993.

BEFORE ME

CARLOS E. BERRIOS BAUCHAMP, Attorney and Notary Public in the Commonwealth of Puerto Rico with residence and open study in Barranquitas, Puerto Rico

APPEAR

AS ONE PARTY: AS MORTGAGOR: DON RUBÉN MATOS RODRÍGUEZ, Social Security Number 583-88-1352 and his wife and DOÑA JUANITA RODRÍGUEZ PEÑA, Social Security Number 583-88-4846, of legal age, married to each other, owners and residents of Barranquitas, Puerto Rico.

AS THE OTHER PARTY: AS MORTGAGEE: UNITED STATES OF AMERICA, acting through the Farmers' Home Administration, pursuant to the provisions of the Act of Congress called the "1961 Consolidated Farmers Home Administration Act" with headquarters in Washington, District of Colombia, U.S.A., represented herein by Don JOSE ANGEL SANTIAGO FELICIANO, Social Security Number 582-78-1917, of legal age, married to Onilda Pagán Feliciano, employee and resident of Orocovis, Puerto

- 2 -

Rico, in his capacity as acting County Supervisor of the Farmers' Home Administration, Bayamón Office, which capacity appears duly credited at the Real Estate Registry.

I ATTEST

Of the personal knowledge of the appearing parties and by their statements regarding their ages, civil status, profession and residency. They assure me they have and as per my judgment they do have the necessary legal capacity to subscribe this granting, therefore, they freely:

SET FORTH

FIRST: That Mortgagors, Don Rubén Matos Rodríguez and his wife Doña Juanita Rodríguez Peña are the present fee simple owners of the following real estate:

RURAL: Lot of land located at Barracas Ward of the municipality of Barranquitas, with a surface of 1,604.9491square meters and bound: by the North, with Anastacio Matoas; by the South and West, with Eliezer Vázquez; and by the West with Road # 771.

Registered on page 128 of volume 175 of Barranquitas, lot number 10,377.

It is encumbered by a mortgage guaranteeing a promissory note on behalf of the United States of America for the principal amount of \$17,128.33.

SECOND: Mortgagor Don Rubén Matos Rodríguez and his wife Doña Juanita Rodríguez Peña keep stating that in order to re-amortize the mortgage debt in the amount of \$17,128.33, which was constituted through deed number 83, subscribed in Barranquitas, Puerto Rico on June 19, 1991 before Notary Public Carlos E. Berríos Rojas, they requested and obtained the consent of mortgagee, the U.S.A. acting



- 3 -

through the Administrator of Farmers' Home Administration pursuant to the Act of Congress entitled "1961 Consolidated Farmers Home Administration Act" and the regulations approved in order to re-amortize the mortgage debt.

THIRD: The appearing party, Don Rubén Matos Rodríguez and Doña Juanita Rodríguez Peña, state that they know of their own personal knowledge as to every obligation, clause and stipulation contained or mentioned in the mortgage deed and in this action in a clear, solemn and final manner, bind themselves to comply with each and every one of said obligations, clauses and stipulations required by the Farmers' Home Administration (FmHA); mortgagee as well as mortgagor agree to the fact that this re-amortization does not constitute a extinctive innovation of the prior obligation and that its terms and conditions are not incompatible with said prior obligation.

RE-AMORTIZATION  
AND MODIFICATION OF PAYMENT OF  
PROMISSORY NOTE AND MORTGAGE

FOURTH: The appearing party, José Angel Santiago Feliciano, in his capacity, states that having been Mortgagors accepted to receive the benefits of the Act of Congress entitled "1961 Consolidated Farmers' Home Administration Act", as amended, he has agreed to re-amortize and modify the manner of payment of the terms consigned in the promissory note and the mortgage in the following manner: the total amount owed as of December 17, 1993 amounts to \$17,128.33, amounts to \$17,193.50 with interests at a rate of 4 ½ % per annum and which shall be paid in the following manner: \$3,917.00 on or before December 17, 1994 and \$3,917.00, on or about each

- 4 -

subsequent December 17, except the final payment of the total owed which shall be done on or before December 17, 1998.

FIFTH: The appearing party José Angel Santiago Feliciano, in his capacity, hands to me the Notary Public, the promissory note guaranteed with the mortgage in the amount of \$17,128.33, and assures me that the same has not been negotiated, nor encumbered in any way by its present holder, U.S.A. and once identified by me, the Notary Public, making sure that it is the same promissory note, I proceeded to put on the back of the same the following note:

"The amount of this promissory note and the mortgage guaranteeing it, re-amortized as of December 17, 1993 came up with an outstanding balance amounting to \$17,193.50, with interests at a rate of 4.5%, which shall be paid in the following manner: \$3,917.00 on or before December 17, 1994 and \$3,917.00 on or before each subsequent December 17 until final payment of the debt herein incurred, except that the final payment of the herein assumed debt shall be done on or before December 17, 1998, as it comes forth deed #551 of December 17, 1993, before Notary Public Carlos E. Berríos Beauchamp. I SO ATTEST. In Barranquitas, Puerto Rico, December 17, 1993. (signed, sealed, flourished and rubricated) CARLOS E. BERRÍOS BEAUCHAMP, NOTARY PUBLIC."

Once the note is affixed and signed, I return the same back to the appearing party Don José Angel Santiago Feliciano in the capacity he has.

- 5 -

SIXTH: The percentage of interests for loans to buy lots, permanent improvements or operational expenses guaranteed herewith may be increased by the Farmers' Home Administration in accordance to the regulation now in effect and the terms of the Promissory Note.

SEVENTH: The contracting parties in this document further agree that this document for re-amortization does not constitute an extinctive innovation of the existing obligation (debt), which has already been mentioned, since there is no incompatibility between said existing obligation (debt) and its modification under the terms and conditions consigned herein; to that it is prayed from the Hon. Registrar to so state on the registration of this document.

#### ACCEPTANCE AND GRANTING

The appearing parties, in their capacities, accept this deed in the manner drafted finding it in agreement to their instructions, while I, the Notary Public, proceed to make them the proper legal admonishments.

The appearing parties so say and subscribe before me, after having waived their rights I told them they had of requiring the presence of instrumental witnesses.

Having the grantors read this deed, they ratify the same proceeding then to affix their signature at the end of the document and their initials on each and every one of the pages before me, the Notary Public, who as to everything related in this public document, which I sign, seal, flourish and rubricate, I ATTEST.

Signed: Rubén Matos Rodríguez, Juanita Rodríguez Peña, José Angel Santiago Feliciano.

- 6 -

The original hereof has 6 pages.

RUBBER STAMP:

Signed, sealed, flourished and rubricated by CARLOS E. BERRÍOS BEAUCHAMP, NOTARY PUBLIC. There are in the original document duly cancelled, the corresponding Internal Revenue and Notary Tax stamps, and duly affixed the initials of grantors on the margins of each and every page of its original. I certify that the preceding is the first copy of it's original which under the number indicated in my current protocol. To deliver FARMERS' HOME ADMINISTRATION, I issue the same on even date and time of its issuance. I SO ATTEST..

(sgd.) Illegible  
Notary Public

(OFFICIAL NOTARY PUBLIC SEAL)

(OFFICIAL REAL ESTATE REGISTRY, BARRANQUITAS SECTION)

(CANCELLED NOTARY TAX STAMP)



*[Handwritten signature]*

----- NUMERO QUINIENTOS CINCUENTA Y UNO -----

----- REAMORTIZACION DE PRESTAMO HIPOTECARIO Y -----

----- MODIFICACION DE HIPOTECA -----

---En Barranquitas, Puerto Rico a los diecisiete días del mes de diciembre de mil novecientos noventa y tres. -----

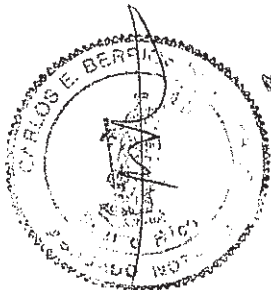
----- ANTE MI -----

---CARLOS E. BERRIOS BEAUCHAMP, Abogado y Notario Público del Estado Libre Asociado de Puerto Rico, con residencia, vecindad y estudio abierto en Barranquitas, Puerto Rico. -----

----- COMPARECEN -----

---DE UNA SOLA PARTE: Como Deudores Hipotecarios: Don RUBEN MATOS RODRIGUEZ Seguro Social Número [REDACTED] y su esposa Doña JUANITA RODRIGUEZ PEÑA Seguro Social Número [REDACTED] mayores de edad, casados entre sí, propietarios y vecinos de Barranquitas, Puerto Rico. -----

---Y DE LA OTRA PARTE: Como Acreedor Hipotecario: ESTADOS UNIDOS DE AMERICA, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores, a tenor con las disposiciones de la Ley del Congreso denominada "Rural Housing Act of 1949" con oficinas principales en Washington, Distrito de Columbia, Estados Unidos de América, representado en este caso por Don JOSE ANGEL SANTIAGO FELICIANO Seguro Social Número [REDACTED] mayor de edad, casado con Anilda Pagán Feliciano, empleado y vecino de Oroquieta, Puerto Rico, en su carácter de Supervisor Local interino de



*Carla W. W.*

78

la Administración de Hogares de Agricultores, oficina de Barranquitas, en cuyo carácter consta debidamente acreditado en el Registro de la Propiedad. -----

----- DOY FE -----

---Del conocimiento personal de los comparecientes y por sus dichos la doy de su mayoría de edad, estado civil, profesión y vecindad. Aseguran tener y a mi juicio tienen la capacidad legal necesaria para este otorgamiento y en su consecuencia libremente: -----

----- EXPONEN -----

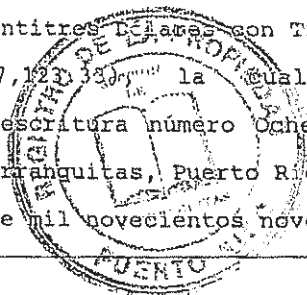
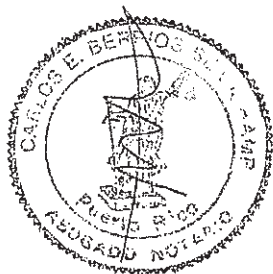
---PRIMERO: Que los deudores hipotecarios, Don Rubén Matos Rodríguez y su esposa Doña Juanita Rodríguez Peña, son actualmente dueños de la siguiente propiedad: -----

---RUSTICA: Predio de terreno radicado en el Barrio Barrancas del término municipal de Barranquitas, con una cabida superficial de MIL SEISCIENTOS CUATRO PUNTO NUEVE MIL QUINIENTOS NOVENTA Y UN METROS CUADRADOS (1,604.9491) y en lindes: por el Norte, con Anastacio Matos; por el Sur y Oeste, con Eliezer Vázquez; y por el Oeste, con la Carretera número setecientos setenta y uno (771). -----

---Inscrita al folio ciento veintiocho (128) del tomo ciento setenta y cinco (175) de Barranquitas, finca número diez mil trescientos setenta y siete (10,377). -----

---Se halla afecta a Hipoteca en garantía de pagaré a favor de Estados Unidos de América por la suma principal de Diecisiete Mil Ciento Veintiocho Dólares con Treinta y Tres Centavos (\$17,128.33). --

---SEGUNDO: Siguen manifestando los deudores hipotecarios, Don Rubén Matos Rodríguez y su esposa Doña Juanita Rodríguez Peña, que con el fin de reamortizar la deuda hipotecaria por la suma de Diecisiete Mil Ciento Veintitres Dólares con Treinta y Tres Centavos (\$17,123.33) la cual fue constituida mediante la escritura número Ochenta y Tres (83), otorgada en Barranquitas, Puerto Rico, el día diecinueve de junio de mil novecientos noventa y

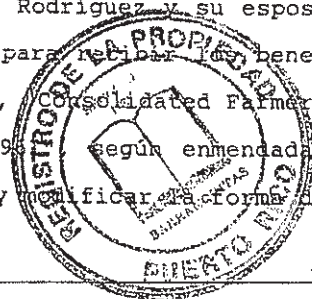
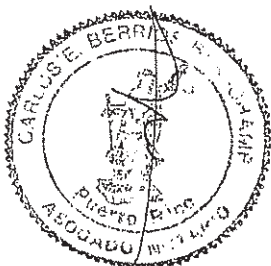


uno ante el notario Carlos E. Berrios Rojas, solicitaron y obtuvieron el consentimiento del acreedor hipotecario, Estados Unidos de América, actuando por conducto y a través del Administrador de la Administración de Hogares de Agricultores de conformidad con la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961", y el reglamento aprobado al efecto, para reamortizar la deuda hipotecaria. -----

---TERCERO: Manifiestan los comparecientes Don Rubén Matos Rodríguez y su esposa doña Juanita Rodríguez Peña, que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca, y en este acto en forma clara, solemne y terminante, se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de Hogares de Agricultores (FmHA); tanto el acreedor hipotecario como el deudor hipotecario acuerdan que esta reamortización no constituye una novación extintiva de la obligación anterior y que sus términos y condiciones no son incompatibles con dicha obligación anterior. -----

----- REAMORTIZACION Y MODIFICACION DE PAGO -----  
----- DE PAGARE E HIPOTECA -----

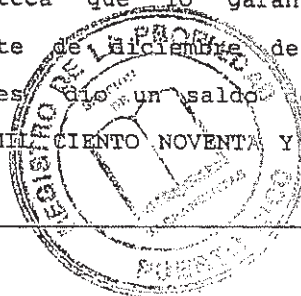
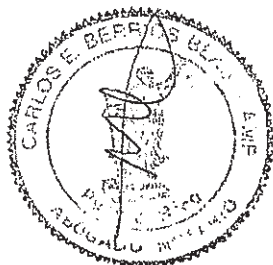
---CUARTO: Manifiesta el compareciente, DON JOSE ANGEL SANTIAGO FELICIANO, en el carácter que ostenta que habiendo sido aceptados los deudores hipotecarios, Don Rubén Matos Rodríguez y su esposa Doña Juanita Rodríguez Peña, para recibir los beneficios de la Ley del Congreso, Consolidated Farmers Home Administration Act of 1961 según enmendada, han convenido en reamortizar y modificar la forma de





pago de los plazos consignados en el pagaré y en la hipoteca en la siguiente forma: el importe total adeudado al diecisiete de diciembre de mil novecientos noventa y tres de la hipoteca por la suma de Diecisiete Mil Ciento Veintiocho Dólares con Treinta y Tres Centavos (\$17,128.33) asciende a la suma de DIEZ Y SIETE MIL CIENTO NOVENTA Y TRES DOLARES CON CINCUENTA CENTAVOS (\$17,193.50) con intereses al CUATRO Y MEDIO por ciento (4 1/2%) anual y la cual habrá de ser pagada en la siguiente forma: TRES MIL NOVECIENTOS DIECISIETE DOLARES (\$3,917.00) en diciembre diecisiete de mil novecientos noventa y cuatro y TRES MIL NOVECIENTOS DIECISIETE DOLARES (\$3,917.00) en diciembre diecisiete de cada año subsiguiente hasta que la deuda sea totalmente satisfecha, excepto el pago final del total de la deuda aquí asumida, se hará en o antes del día diecisiete de diciembre del año mil novecientos noventa y ocho. -----

---QUINTO: El compareciente Don JOSE ANGEL SANTIAGO FELICIANO, en el carácter que ostenta, me entrega a mí, el Notario, el pagaré garantizado con la hipoteca por la suma de Diez y Siete Mil Ciento Veinte y Ocho Dólares con Treinta y Tres Centavos (\$17,128.33), quien me asegura no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América, y una vez identificado por mí el Notario, cerciorándome que se trata del mismo pagaré, procedo a poner anejo adherido al mismo la siguiente nota: "El importe de este pagaré y la hipoteca que lo garantiza, reamortizado al diecisiete de diciembre de mil novecientos noventa y tres, dio un saldo deudor montante a DIEZ Y SIETE MIL CIENTO NOVENTA Y TRES





DOLARES CON CINCUENTA CENTAVOS (\$17,193.50) con intereses al CUATRO Y MEDIO por ciento (4 1/2%) anual y la cual habrá de ser pagada en la siguiente forma: TRES MIL NOVECIENTOS DIEZ Y SIETE DOLARES (\$3,917.00) en o antes del diecisiete de diciembre de mil novecientos noventa y cuatro y TRES MIL NOVECIENTOS DIEZ Y SIETE DOLARES (\$3,917.00) en diciembre diecisiete de cada año subsiguiente hasta que la deuda sea totalmente satisfecha, excepto que el pago final del total de la deuda aquí asumida, se hará en o antes del día diecisiete de diciembre del año mil novecientos noventa y ocho (1998), según resulta de la escritura número Quinientos Cincuenta y Uno (551)----- de reamortización de préstamo hipotecario y modificación de hipoteca, de fecha diecisiete de diciembre de mil novecientos noventa y tres, ante el Notario Carlos E. Berrios Beauchamp, DOY FE. -----

---En Barranquitas, Puerto Rico, a diecisiete de diciembre de mil novecientos noventa y tres. -----

---(Firmado, signado, rubricado y sellado). CARLOS E. BERRIOS BEAUCHAMP, NOTARIO PUBLICO. -----

---Una vez puesta y firmada la nota lo devuelvo al compareciente señor JOSE ANGEL SANTIAGO FELICIANO, en el carácter que ostenta. -----

---SEXTO: El por ciento de interés de préstamos para compra de finca, mejoras permanentes o gastos operacionales garantizado con este instrumento podrá ser aumentado por la Administración de Hogares para Agricultores de acuerdo con reglamentación vigente y los términos del Pagamento. -----

---SEPTIMO: Las partes contratantes en este instrumento convienen asimismo, que este convenio de reamortización no constituye una novación extintiva



de la obligación (deuda) existente a la cual ya se ha hecho mención, por no haber ni existir incompatibilidad entre dicha obligación (deuda) existente y la modificación de la misma bajo los términos y condiciones aquí consignados; por lo que se ruega al Honorable Registrador de la Propiedad, que así se haga constar en la inscripción de este documento. -----

----- ACEPTACION Y OTORGAMIENTO -----

---Los comparecientes, en el carácter que ostentan, aceptan la presente escritura en la forma redactada por ser conforme a lo convenido, y yo, el Notario Autorizante, les hago las advertencias legales de rigor. -----

---Así lo dicen y otorgan los comparecientes ante mí, luego de haber renunciado al derecho que les hice saber tenían para requerir la presencia de testigos instrumentales. -----

---Leída esta escritura por los otorgantes, se ratifican en su contenido, estampan sus iniciales en cada uno de sus folios y la firman ante mí, el Notario, que de todo lo relacionado anteriormente en este instrumento público, que firmo, signo, rubrico y sello, DOY FE. -----

Firmados: Rubén Matos Rodríguez, Juanita Rodríguez Peña, ---  
José Angel Santiago Feliciano. -----

El original de esta escritura consta de 6 folios. -----

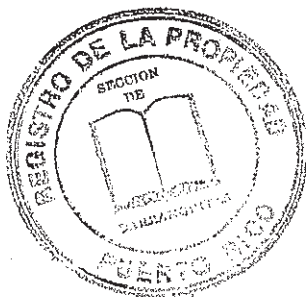
FIRMADO, SIGNADO, RUBRICADO Y SELLADO.  
CARLOS E. BERRIOS BEAUCHAMP NOTARIO PUBLICO  
HAY CANCELADOS LOS CORRESPONDIENTES  
SELLOS DE RENTAS INTERNAS E IMPUESTO  
NOTARIAL Y OBRIDAMENTE ESTAMPADAS LAS  
INICIALES DE LOS OTORGANTES AL MARGEN DE TODOS  
Y CADA UNO DE LOS FOLIOS DEL ORIGINAL CERTIFICO  
QUE LA QUE PRECEDE ES PRIMERA COPIA DEL VERA  
DE SU ORIGINAL QUE LAJO EL NUMERO *1000*  
INDICADO OBRA EN MI PROTOCOLO CORRIENTE. PARA  
ENTREGAR A *Farmers Home*  
EXPIDO LA PRESENTE EN EL MISMO SITIO Y FECHA DE  
SU OTORGAMIENTO. DOY FE. -----



Registrado al:  
folio 129  
Lomo 175 de Bytas.  
finca 10,377  
ins. 3<sup>ra</sup>

Cargas: se halla afectada por  
su prelación a servidumbre  
de paso como predio sirviente  
a favor de la finca 10,268 y  
por si a hipoteca a favor de CUA.  
por \$17,128.33 la cual ha sido  
modificada a 17,193.50 por este  
documento.

Bytas; a 15 de febrero de 1994.  
Sin Dros.



OL  
John 6/28/97

#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan, Puerto Rico

  
Juan M. Ortiz Serbiá  
State Executive Director

**TITLE SEARCH****ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

PO BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
 TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
 estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

**CLIENT: RUBÉN MATOS RODRÍGUEZ**

**REF: 1521.219**

**BY: TAIMARY ESCALONA**

**PROPERTY NUMBER:** 10,377, recorded at page 128 of volume 175 of Barranquitas, Registry of the Property of Barranquitas, Puerto Rico.

**DESCRIPTION: (As it is recorded in the Spanish language)**

**RÚSTICA:** Predio de terreno radicado en el Barrio Barrancas del término municipal de Barranquitas, con una cabida superficial de mil seiscientos cuatro punto nueve mil quinientos noventa y un metros cuadrados (1,604.9591) y en linderos: por el NORTE, con Anastacio Matos; por el SUR, y OESTE, con Eliezer Vázquez; y por el OESTE, con la Carretera número setecientos setenta y uno (771).

**ORIGIN:**

It is segregated from property number 2,707, recorded at page 224, volume 60 of Barranquitas.

**TITLE:**

This property is registered in favor of RUBÉN MATOS RODRÍGUEZ and his wife JUANITA RODRÍGUEZ PEÑA, who acquired it by purchase from Anastacio Matos Torres, widow, at a price of \$3,000.00, pursuant to deed #14, executed in Barranquitas, Puerto Rico, on February 6, 1990, before Eileen Sutton de Zayas Green Notary Public, recorded at page 128 of volume 175 of Barranquitas, property number 10,377, 1<sup>st</sup> inscription.

**Presented on February 13, 1990**

**Recorded on March 7, 1990**

**LIENS AND ENCUMBRANCES:**

I. By reason of its origin this property is encumbered by the following:

Access easement as servient land in favor of property #10,268

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Rubén Matos Rodríguez and his wife Juanita Rodríguez Peña, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$17,128.33, with 4½% annual interests, due on 4 years, constituted by deed #83, executed in Barranquitas, Puerto Rico, on June 19, 1991, before Carlos E. Berrios Rojas Notary Public, recorded at overleaf of page 128 of volume 175 of Barranquitas, property number 10,377, 2<sup>nd</sup> inscription. **Conditions**  
**Presented on June 21, 1991**  
**Recorded on June 24, 1991**

2. The mortgage of \$17,128.33 of the 2<sup>nd</sup> inscription was modified as follows: The amount due at December 17, 1993, amounts to \$17,193.50, payable as follows: \$3,917.00 on December 17, 1994 and \$3,917.00 on December 17, of each year subsequent, until the final payment which is due on or before December 17, 1998, constituted by deed #551, executed in Barranquitas, Puerto Rico, on December 17, 1993, before Carlos E. Berrios Beauchamp Notary Public, recorded at page 129 of volume 175 of Barranquitas, property number 10,377, 3<sup>rd</sup> and last inscription.  
**Presented on December 20, 1993**  
**Recorded on February 15, 1994**

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
 TELS: (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
 estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title &amp; Other Services, Inc.

PAGE #2  
 PROPERTY #10,377

## REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 25<sup>th</sup>, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on November 25<sup>th</sup>, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 16 day of January of 2020.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4130.

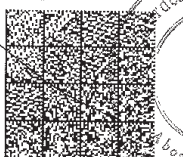
Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 16 day of January of 2020.

4U19-02164914

RECIBO

Sello



NOTARY PUBLIC

3397  
 01/14/2020  
 \$5.05

Sello de Asistencia Legal  
 80093-2020-0114-43713017



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Matos Rodriguez, Ruben

Case No: 63-012-XXXXX1352

***CERTIFICATION OF INDEBTEDNESS***

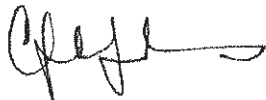
I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

***Statement of Account as of September 19, 2019***

Loan Number	43-06
Note Amount	\$ 16,000.00
Date of Last Payment	None
Principal Balance	\$ 17,193.50
Unpaid Interest	\$ 19,927.75
Misc. Charges	\$ -
Total Balance	\$ 37,121.25
Daily Interest Accrual	\$ 2.1197
Amount Delinquent	\$ 37,121.25
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo  
LRTF Contractor  
September 19, 2019





# Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1352  
 Birth Date:  
 Last Name: MATOS RODRIGUEZ  
 First Name: RUBEN  
 Middle Name:  
 Status As Of: Jan-09-2020  
 Certificate ID: 58JLD09YFM54PV9

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



# Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-4846  
 Birth Date:  
 Last Name: RODRIGUEZ PENA  
 First Name: JUANITA  
 Middle Name:  
 Status As Of: Jan-09-2020  
 Certificate ID: F5V4BJ78N6MDLD0

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

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Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

*Plaintiff(s)*

v.

RUBEN MATOS RODRIGUEZ, JUANITA RODRIGUEZ PEÑA; ET ALS.

*Defendant(s)*

Civil Action No.

Foreclosure of Mortgage

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

RUBEN MATOS RODRIGUEZ

St. Rd. 771, Km. 8.3, Barrancas Wd., Barranquitas, P.R.; HC 02, Box 6810, Barranquitas, P.R. 00794

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_  
 \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_



DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

*Plaintiff(s)*

v.

RUBEN MATOS RODRIGUEZ, JUANITA RODRIGUEZ PEÑA; ET ALS.

*Defendant(s)*

Civil Action No.

Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

JUANITA RODRIGUEZ PEÑA

St. Rd. 771, Km. 8.3, Barrancas Wd., Barranquitas, P.R.; HC 02, Box 6810, Barranquitas, P.R. 00794

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

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 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

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Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture

*Plaintiff(s)*

v.

RUBEN MATOS RODRIGUEZ, JUANITA RODRIGUEZ PEÑA; ET ALS.

*Defendant(s)*

Civil Action No.

Foreclosure of Mortgage

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Conjugal Partnership Matos-Rodríguez

St. Rd. 771, Km. 8.3, Barrancas Wd., Barranquitas, P.R.; HC 02, Box 6810, Barranquitas, P.R. 00794

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — or 90 days in a Social Security Action — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Juan C. Fortuño Fas

PO Box 9300 San Juan, PR 00908

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FRANCES RIOS DE MORAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

DPR MODIFIED AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

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 \_\_\_\_\_ , a person of suitable age and discretion who resides there,  
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☐ Other *(specify)*: \_\_\_\_\_  
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I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

\_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

JS 44 (Rev. 02/19)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Juan C. Fortuño Fas

Po Box 9300 San Juan, PR 00908

Tel. 787-751-5290

**DEFENDANTS**

RUBEN MATOS RODRIGUEZ, JUANITA RODRIGUEZ PEÑA, and their Conjugal Partnership

County of Residence of First Listed Defendant Barranquitas P.R.

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 490 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Consolidated Farm &amp; Development Act, 7 USC 1921, et seq. &amp; 28 USC 1345

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 37,121.25

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE